

Amended

A.G. Contract No. KR00 067TRN
ADOT ECS File: JPA 00-59
Project: HF035 01C
Section: Buffalo Soldier Trail
HURF Exchange Program

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND

THE CITY OF SIERRA VISTA, ARIZONA

THIS AGREEMENT is entered into 27 June, 2000,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between
the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION
(the "State") and the CITY OF SIERRA VISTA acting by and through its MAYOR and CITY
COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-6993(g) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

2,586,929

3. The State has approved the exchange of ~~\$799,269.00~~ in Highway User Revenue Funds (HURF) to the City for construction of improvements to Buffalo Soldier Trail in the City, and such funds will be repaid to the State by withholding from the Southeast Arizona Governments Organization (SEAGO) federal funds and the obligation authority for federal funds in the amount of ~~\$888,070.00~~ in federal fiscal year 2000.

2,874,365.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows

NO. 24063

Filed with the Secretary of State

Date Filed: 06/27/00

Heidi
Secretary of State

By *Dick V. Haerlewood*

II. SCOPE OF WORK

1. The City will:

- a. Provide design plans, specifications and such other documents and services required for construction bidding and construction.
 - b. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor(s). Be responsible for any additional funds required to complete the project, and for any contractor claims for extra compensation due to delays or whatever reason. Comply with all applicable State laws, rules and regulations.
 - c. Invoice the State for thirty percent of the project cost at the start of construction.
 - d. Invoice the State for thirty percent of the project cost at the thirty percent and sixty percent project completion stages.
 - e. After project completion, invoice the State for ten percent of the project cost.
 - f. Upon completion, approve and accept the project as complete and provide maintenance.
1. The State will:
- a. Within 30 days after receipt and approval of an invoice, advance the City HURF funds in the amount of ~~\$799,263.00~~ ^{2,586,929} in accordance with paragraph II.1.c., d. and f. above.
 - b. Withhold ^{2,586,929} from SEAGO federal funds and the obligation authority of federal funds in the amount of ~~\$888,070.00~~ ^{2,874,365}.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no liability under this agreement. The City assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is agreed that the State's participation is confined solely to advancing highway user revenue funds; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the City and that the City hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the City, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of said project, provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental entity, may be canceled at any time prior to the commencement of performance under this agreement, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

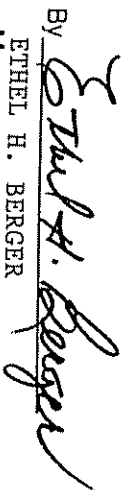
City of Sierra Vista
City Manager
1011 N. Coronado Drive
Sierra Vista, AZ 85635

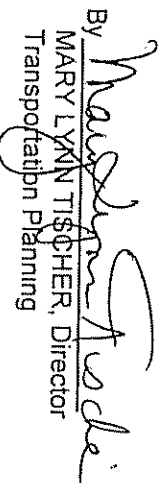
8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

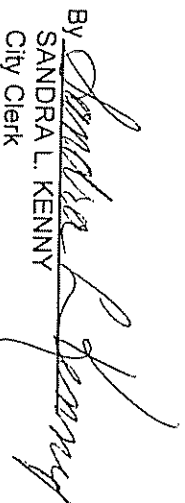
CITY OF SIERRA VISTA, ARIZONA

STATE OF ARIZONA
Department of Transportation

By 
ETHEL H. BERGER
Mayor Pro Tem

By 
MARY LYNN TISCHER, Director
Transportation Planning

ATTEST

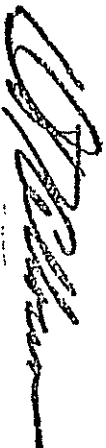
By 
SANDRA L. KENNY
City Clerk

3may

RESOLUTION

BE IT RESOLVED on this 24th day of April 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Sierra Vista for the purpose of defining responsibilities for defining the terms of a HURF exchange for improvements to Buffalo Soldier Trail.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.



DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

RESOLUTION 4403

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; REAFFIRMING SETTLED POLICY; AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION TO APPROVE THE EXCHANGE OF HURF TO CONSTRUCT IMPROVEMENTS TO BUFFALO SOLDIER TRAIL; AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, it is the settled policy of the City Council to authorize the City staff to seek, make application for, and accept any Federal and State funding assistance for improvements to our community that are beyond the funding capacity of City revenues, when it is determined by the City Council to be in the best interests of the City; and

WHEREAS, the City and State share responsibilities of providing streets and public roadways which are safe and meet the transportation needs of the general public; and

WHEREAS, high traffic volume on Buffalo Soldier Trail makes it necessary to complete the widening of Buffalo Soldier Trail from Seventh Street to the east gate; and

WHEREAS, it is in the mutual interest and benefit for ADOT and the City to construct said improvements to Buffalo Soldier Trail; and

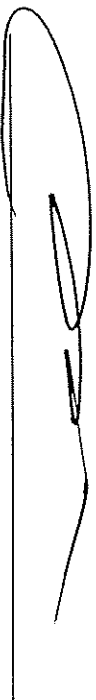
WHEREAS, both parties desire to enter into an Intergovernmental Agreement that will allow ADOT to exchange \$799,263.00 in HURF to construct improvements to Buffalo Soldier Trail; and

WHEREAS, the HURF exchange will be repaid with SEAGO funds in the amount of \$888,070.00 for the Federal fiscal year 2000.

APPROVAL OF THE SIERRA VISTA CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF SIERRA VISTA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this _____ day of _____, 2000.

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a horizontal line and a small flourish.

City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

JANET NAPOLITANO
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

TRN Main: (602) 542-1680
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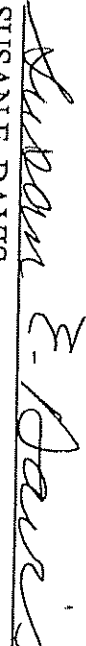
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-0671TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED: June 21, 2000.

JANET NAPOLITANO
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

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